

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CONTINENTAL COMMERCIAL
PRODUCTS, LLC, a Delaware limited
liability company,

Plaintiff,

v.

SUNSHINE MID-AMERICA, LLC,
a California limited liability company,

Defendant.

Case No.

COMPLAINT

Plaintiff Continental Commercial Products, LLC, by its attorneys, Donald L. O'Keefe of Rabbitt, Pitzer & Snodgrass, P.C. and Harold B. Hilborn of Varga Berger Ledsky Hayes & Casey, for its Complaint against defendant Sunshine Mid-America, LLC, states and alleges as follows:

Nature of the Case

1. This case arises out of defendant's failure to pay plaintiff's invoices for plastic crates ordered by defendant. The unpaid invoices for goods delivered to defendant pursuant to defendant's purchase orders total more than \$73,000. In addition, defendant wrongfully cancelled a purchase order after it had been accepted by plaintiff. As a result of defendant's wrongful cancellation, plaintiff has suffered additional damages totaling more than \$16,000.

Parties, Jurisdiction, and Venue

2. Plaintiff Continental Commercial Products, LLC ("Continental") is a Delaware limited liability company whose principal place of business is in St. Louis, Missouri. Continental's only member is Katy Industries, Inc. ("Katy"). Katy is a Delaware corporation whose principal place of business is Arlington, Virginia. Thus, Continental is a citizen of Delaware, Missouri, and Virginia.

3. Defendant Sunshine Mid-America, LLC ("Sunshine") is a California limited liability company whose principal place of business is in Westminster, CA. On information and belief, none of the members of Sunshine are citizens of Delaware, Missouri, or Virginia.

4. The Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(a)(1), as the parties of diverse citizenship, and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2), as a substantial part of the events or omissions giving rise to this claim occurred in this Judicial District, and the parties expressly agreed that claims arising out of their contracts would be brought in Missouri.

Breach of Contract

6. On or about January 4, 2007, Sunshine issued to Continental a purchase order ("P.O. # 10041") for 17,408 twelve-gallon plastic crates at a price of \$3.40 per crate. A true and correct copy of P.O. #10041 is attached as **Exhibit 1**.

7. On or before January 24, 2007, Continental delivered to Sunshine all of the plastic crates that were the subject of P.O. # 10041.

8. On January 18, 23, and 24, 2007, Continental sent to Sunshine four invoices for the plastic crates that were the subject of P.O. # 10041. True and correct copies of those invoices, which reflect an amount owed of \$59,187.20, are attached as **Exhibit 2**.

9. Sunshine has not paid Continental for the plastic crates that were the subject of P.O. # 10041.

10. On or about January 19, 2007, Sunshine issued to Continental a purchase order ("P.O. # 10044") for an additional 21,760 twelve-gallon plastic crates at a price of \$3.40 per crate. A true and correct copy of P.O. # 10044 is attached as **Exhibit 3**.

11. On or before January 26, 2007, Continental delivered to Sunshine 4,352 of the plastic crates that were the subject of P.O. # 10044.

12. On January 26, 2007, Continental sent to Sunshine an invoice for the 4,352 plastic crates delivered pursuant to P.O. # 10044. A true and correct copy of the invoice, which reflects an amount owed of \$14,796.80, is attached as **Exhibit 4**.

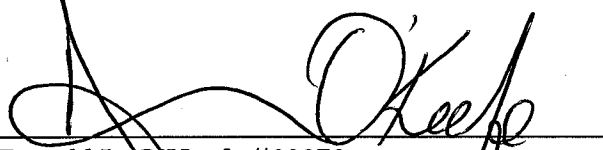
13. Sunshine has not paid Continental for the plastic crates that were the subject of P.O. #10044.

14. Before Continental was required to deliver to Sunshine all of the plastic crates that were the subject of P.O. # 10044, and after Continental delivered its first shipment lot of 4352 crates under that order, Sunshine cancelled the balance of its order.

15. Sunshine's failure to pay the amounts set forth in the invoices attached as Exhibits 3 and 4 and its cancellation of P.O. # 10044 constitute a breach of contract.

16. As a result of Sunshine's breach, Continental has suffered damages in excess of \$89,000. Those damages include (a) unpaid invoices in the amount of \$73,984; (b) the purchase price for 4,284 plastic crates that were manufactured and identified to the contract but remain unsold and in Continental's inventory; (c) Continental's lost profits on the balance of the 13,124 plastic crates that were the subject of P.O. # 10044; and, (d) the costs and expenses of storing and moving the plastic crates that were the subject of P.O. # 10044.

WHEREFORE, plaintiff Continental Commercial Products, LLC requests that the Court enter judgment in its favor and against defendant an amount to be established by the evidence at trial, but not less than \$89,000, and grant such other and further relief as the Court deems just.

A handwritten signature in black ink, appearing to read "O'Keefe", is written over a horizontal line.

Donald L. O'Keefe #39278
Federal Registration No. 3976
RABBITT, PITZER & SNODGRASS, P.C.
100 South Fourth Street, Suite 400
St. Louis, Missouri 63102-1821
314-421-5545
314-421-3144 (Fax)

and

Harold B. Hilborn
(motion to appear pro hac vice to be filed)
VARGA BERGER LEDSKY HAYES & CASEY
224 S. Michigan Ave., Suite 350
Chicago, Illinois 60604
312-341-9400
312-341-2900 (Fax)

ATTORNEYS FOR PLAINTIFF

EXHIBIT 1

SMA, LLC

PURCHASE ORDER

Sunshine Mid-America, LLC

Purchase Order Number: 10041

D&B# 55-693-4128 Suite 375
 5455 Garden Grove Blvd
 Phone No.: 714-890-3900
 Fax No.: 714-890-3922

Purchase Order Date: 01/04/07

Page: 1

To: CONTICO
 305 ROCK INDUSTRIAL PARK DRIVE
 ST. LOUIS, MO 63044

Ship
 To: Customer Pick Up

Ship Via
 Receive By 01/19/07
 Terms Net 30 Days

Sales Order #
 Buyer Ana
 Phone No. 714-890-3900
 Vendor ID 3CONTICO

Item No.	Description	Unit	Quantity	Unit Price	Total Price
P30068P009	12-gal Crates	Each	17,408	3.40	59,187.20
	Clear base / blue lid				
	UPC 8-42787-03128-6				
	68 pcs to a slip-sheet				
	64 slip-sheets to a truck				
	UPC 8-42787-03128-5				
	68 pcs to a slip-sheet				
	64 slip-sheets to a truck				

Subtotal: 59,187.20
 Invoice Discount: 0.00
 Sales Tax: 0.00

Total: 59,187.20

Authorized Signature: _____

EXHIBIT 2

05 CONTICO CUSTOM

4083 PAYSPPHERE CIRCLE
CHICAGO, IL 60674DUPLICATE INVOICE
BRANCH 19Continental Commercial Products LLC
305 Rock Industrial Park Drive
Bridgeton, Missouri 63044SUNSHINE MID-AMERICA
505455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740Commercial - PH: 800-325-1051 FAX: 800-327-5492
Consumer - PH: 800-851-7077 FAX: 800-447-9478

SUNSHINE MID-AMERICA

SHIP5455 GARDEN GROVE BLVD
TO SUITE 375

WESTMINSTER, CA 90740

-5492

-9478

DATE	INVOICE	PAGE
1-18-07	107042	1
CUSTOMER NUMBER	ORDER NUMBER	
617240	218157-000	
SUNSHINE REGION	CUSTOMER PURCHASE ORDER	
555 50	10041 1ST	

REP GROUP	REP NAME	ORDER NUMBER	DESCRIPTION	UM	ORDERED	SHIPPED	EO	NET PRICE	EXTENDED PRICE	PC
KEN ARDREY	SCHNIDER	2212SUN	2212 OC BLUE SUNSHINE CRATE	EA	4352	4352		3.40	14796.80	0
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**INVOICE TERMS AND CONDITIONS
READ CAREFULLY**

EACH AND EVERY TERM PRINTED HEREON IS MADE A PART OF AND INCORPORATED INTO THIS DOCUMENT.

1. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or any quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of Buyer's written acceptance, the first to occur of: (i) an acceptance of any goods covered by Buyer's order, or (ii) Buyer's failure to object in writing to the terms of this invoice within ten (10) days following its receipt shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of those provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
2. SELLER WARRANTS THAT THE GOODS ARE AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR A SEPARATE WRITTEN WARRANTY GIVEN BY SELLER WITH RESPECT TO CERTAIN OF ITS GOODS, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this agreement. Seller's liability for breach of this warranty is limited to replacing the defective goods or refunding to Buyer the purchase price for that portion of the goods which are defective, whichever remedy Seller shall so select.
3. All sales and quotations are F.O.D. Seller's shipping point. All claims of whatever nature, including, but not limited to, claims for shortage, deductions and defects of goods must be made in writing to Seller within fifteen (15) days of Buyer's receipt of goods. Failure to comply with the aforesaid procedure shall constitute Buyer's waiver of any such claim. Buyer must make all claims for damage or loss in transit to the transportation company. Any return of goods to Seller by Buyer must be authorized by Seller in writing. Seller will not be liable for Buyer's claims of loss, damage, cost of repairs or incidental or consequential damages of any kind whatsoever, whether such claims are based upon warranty, contract or negligence or whether such claims arise in connection with the sale, use or repair of the goods.
4. The amount of sales, excise or other taxes, if any, applicable to the goods covered by this invoice shall be added to the purchase price and shall be paid by Buyer unless Buyer timely provides Seller with an exemption certificate accepted by the taxing authorities.
5. This agreement shall be deemed for all purposes to have been made in Missouri and shall be governed by and construed in accordance with the laws of Missouri. Any cause of action arising from this contract shall be brought only in a Missouri court, which shall have sole jurisdiction over all controversies arising hereunder. Any action for breach of this contract must be commenced within two (2) years after the cause of action has accrued.
6. Seller's delivery of the goods to carrier shall constitute delivery to Buyer. All risk of loss or damage in transit shall be borne by Buyer.
7. Shipping dates are approximate and are not guaranteed. Seller shall not be liable for failure to deliver or for delays in delivery or performance occasioned by causes beyond its control, including, without limitation, strikes, lockouts, fires, accidents, interruptions in the supply of materials, breakdowns, delays in carriers or suppliers and governmental actions and regulations.
8. If Buyer fails to fulfill the terms of payment on any order, Seller, in addition to all of its other legal and equitable rights and remedies, but not in limitation thereof, may defer all further shipments until such payments are made or may, at its option, cancel the order.
9. Unless otherwise specified herein, Seller reserves the right to make deliveries in installments. Delay in delivery of any installment shall not relieve Buyer of (i) its obligation to pay for all installments received prior to such delay and (ii) its obligation to accept remaining deliveries. Seller reserves the right, even after partial shipment on account of any order, to require satisfactory security from Buyer for performance of Buyer's obligations. Buyer's refusal to furnish such security will entitle Seller to suspend shipments until such security is furnished and will entitle Seller, at its option, to cancel the order. In such event, Buyer shall nevertheless be required to pay for such shipments as may have been received by Buyer prior to Seller's cancellation of the order.
10. Seller's failure strictly to enforce any terms or conditions of this agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller's right strictly to enforce such term or condition or exercise such right thereafter. Each right or remedy granted to Seller hereunder shall be deemed cumulative and may be exercised from time to time. Any waiver of Buyer's default hereunder must be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

05 CONTICO CUSTOM

4083 PAYSPPHERE CIRCLE
CHICAGO, IL 60674DUPLICATE INVOICE
BRANCH 19Continental Commercial Products LLC
305 Rock Industrial Park Drive
Bridgeton, Missouri 63044SUNSHINE MID-AMERICA
SOLD 455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740Commercial - PH: 800-325-1051 FAX: 800-327-5492
Consumer - PH: 800-831-7077 FAX: 800-447-8478SUNSHINE MID-AMERICA
SHIP 5455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740

DATE	INVOICE	PAGE
1-23-07	108055	1
CUSTOMER NUMBER	ORDER NUMBER	
617240	218165-000	
SLSM/REGION	CUSTOMER PURCHASE ORDER	
555 50	10041 2ND	

-5492

-9478

PRODUCT CODE	CUSTOMER ITEM	DESCRIPTION	UM	ORDERED	SHIPPED	BID	NET PRICE	EXTENDED PRICE	PC
27070121	2212SUN	2212 OC BLUE SUNSHINE CRATE	EA	4352	4352		3.40	14796.80	0
<div> <div> Glit </div> <div> Wilen </div> <div> </div> </div>									
NET TOTAL				14796.80	TAX TOTAL		.00	FREIGHT	.00
CHARGES & ALLOWANCES							.00	INVOICE TOTAL	14796.80

NET 30 DAYS

WILL CALL

SCHNIDER

KEN ARDREY

Saler certifies that the products covered by this document have been produced in compliance with the Fair Labor Standards Act of 1938, as amended, and in compliance with all applicable price laws and regulations.

THANK YOU FOR YOUR BUSINESS!

INVOICE TERMS AND CONDITIONS
READ CAREFULLY

EACH AND EVERY TERM PRINTED HEREON IS MADE A PART OF AND INCORPORATED INTO THIS DOCUMENT.

1. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or any quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of Buyer's written acceptance, the first to occur of: (i) an acceptance of any goods covered by Buyer's order or (ii) Buyer's failure to object in writing to the terms of this invoice within ten (10) days following its receipt shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of those provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
2. SELLER WARRANTS THAT THE GOODS ARE AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR A SEPARATE WRITTEN WARRANTY GIVEN BY SELLER WITH RESPECT TO CERTAIN OF ITS GOODS, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this agreement. Seller's liability for breach of this warranty concerning the goods sold under this agreement is limited to replacing the defective goods or refunding to Buyer the purchase price for that portion of the goods which are defective, whichever remedy Seller shall elect.
3. All sales and quotations are F.O.D. Seller's shipping point. All claims of whatever nature, including, but not limited to, claims for shortage, deductions and defective goods must be made in writing to Seller within fifteen (15) days of Buyer's receipt of goods. Failure to comply with the aforesaid procedure shall constitute Buyer's waiver of any such claim. Buyer must make all claims for damage or loss in transit to the transportation company. Any return of goods to Seller by Buyer must be authorized by Seller in writing. Seller will not be liable for Buyer's claims of loss, damage, cost of repairs or incidental or consequential damages of any kind whatsoever, whether such claims are based upon warranty, contract or negligence or whether such claims arise in connection with the sale, use or repair of the goods.
4. The amount of sales, excise or other taxes, if any, applicable to the goods covered by this invoice shall be added to the purchase price and shall be paid by Buyer unless Buyer timely provides Seller with an exemption certificate accepted by the taxing authorities.
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8. If Buyer fails to fulfill the terms of payment on any order, Seller, in addition to all of its other legal and equitable rights and remedies, but not in limitation thereof, may defer all further shipments until such payments are made or may, at its option, cancel the order.
9. Unless otherwise specified herein, Seller reserves the right to make deliveries in installments. Delay in delivery of any installment shall not relieve Buyer of (i) its obligation to pay for all installments received prior to such delay and (ii) its obligation to accept remaining deliveries. Seller reserves the right, even after partial shipment on account of any order, to require satisfactory security from Buyer for performance of Buyer's obligations. Buyer's refusal to furnish such security will entitle Seller to suspend shipments until such security is furnished and will entitle Seller, at its option, to cancel the order. In such event, Buyer shall nevertheless be required to pay for such shipments as may have been received by Buyer prior to Seller's cancellation of the order.
10. Seller's failure strictly to enforce any terms or conditions of this agreement or to exercise any right arising hereunder shall not constitute a waiver of Seller's right strictly to enforce such term or condition or exercise such right thereafter. Each right or remedy granted to Seller hereunder shall be deemed cumulative and may be exercised from time to time. Any waiver of Buyer's default hereunder must be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

05 CONTICO CUSTOM

4083 PAYSHERE CIRCLE
CHICAGO, IL 60674DUPLICATE INVOICE
BRANCH 19Continental Commercial Products LLC
305 Rock Industrial Park Drive
Bridgeton, Missouri 63044SUNSHINE MID-AMERICA
5015 455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740Commercial - PH: 800-325-1051 FAX: 800-327-5492
Consumer - PH: 800-331-7077 FAX: 800-447-9478SUNSHINE MID-AMERICA
SHIP5455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740

DATE	INVOICE	PAGE
1-24-07	109249	1
CUSTOMER NUMBER	ORDER NUMBER	
617240	218168-000	
SLSR#	REGR#	CUSTOMER PURCHASE ORDER
555	50	10041 4TH

KENDREY

SCHNIDER

NET 30 DAYS

NET 30 DAYS

PRODUCT CODE	CUSTOMER ITEM	DESCRIPTION	UN	ORDERED	SHIPPED	BO	NET PRICE	EXTENDED PRICE	PC
27070121	2212SUN	2212 OC BLUE SUNSHINE CRATE	EA	4352	4352		3.40	14796.80	0
				NET TOTAL	TAX TOTAL	FREIGHT	CHARGES & ALLOWANCES	INVOICE TOTAL	
				14796.80	.00	.00	.00	14796.80	



Continental

Gif

WILEN
ELECTRIC PRODUCTS

THANK YOU FOR YOUR BUSINESS!

Sales confirm that the products covered by this document have been produced in compliance with the Fair Labor Standards Act of 1938, as amended, and in compliance with all applicable price laws and regulations.

INVOICE TERMS AND CONDITIONS
READ CAREFULLY

EACH AND EVERY TERM PRINTED HEREON IS MADE A PART OF AND INCORPORATED INTO THIS DOCUMENT.

1. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or any quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of Buyer's written acceptance, the first to occur of: (i) an acceptance of any goods covered by Buyer's order, or (ii) Buyer's failure to object in writing to the terms of this invoice within ten (10) days following its receipt shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
2. SELLER WARRANTS THAT THE GOODS ARE AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR A SEPARATE WRITTEN WARRANTY GIVEN BY SELLER WITH RESPECT TO CERTAIN OF ITS GOODS, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this agreement. Seller's liability for breach of this warranty is limited to replacing the defective goods or refunding to Buyer the purchase price for that portion of the goods which are defective, whichever remedy Seller shall so select.
3. All sales and quotations are F.O.B. Seller's shipping point. All claims of whatever nature, including, but not limited to, claims for shortage, deductions and defective goods must be made in writing to Seller within fifteen (15) days of Buyer's receipt of goods. Failure to comply with the aforesaid procedure shall constitute Buyer's waiver of any such claim. Buyer must make all claims for damage or loss in transit to the transportation company. Any return of goods to Seller by Buyer must be authorized by Seller in writing. Seller will not be liable for Buyer's claims of loss, damage, cost of repairs or incidental or consequential damages of any kind whatsoever, whether such claims are based upon warranty, contract or negligence or whether such claims arise in connection with the sale, use or repair of the goods.
4. The amount of sales, excise or other taxes, if any, applicable to the goods covered by this invoice shall be added to the purchase price and shall be paid by Buyer unless Buyer timely provides Seller with an exemption certificate accepted by the taxing authorities.
5. This agreement shall be deemed for all purposes to have been made in Missouri and shall be governed by and construed in accordance with the laws of Missouri. Any cause of action arising from this contract shall be brought only in a Missouri court, which shall have sole jurisdiction over all controversies arising hereunder. Any action for breach of this contract must be commenced within two (2) years after the cause of action has accrued.
6. Seller's delivery of the goods to carrier shall constitute delivery to Buyer. All risk of loss or damage in transit shall be borne by Buyer.
7. Shipping dates are approximate and are not guaranteed. Seller shall not be liable for failure to deliver or perform or for delays in delivery or performance occasioned by causes beyond its control, including, without limitation, strikes, lockouts, fires, accidents, interruptions in the supply of materials, breakdowns, delays in carriers or suppliers and governmental actions and regulations.
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EXHIBIT 3

PURCHASE ORDER

SMA, LLC

Sunshine Mid-America, LLC

Purchase Order Number: 10044

Purchase Order Date: 01/19/07

Page: 1

D&B# 55-693-4128 Suite 375
 5455 Garden Grove Blvd
 Phone No.: 714-890-1900
 Fax No.: 714-890-1922

To: CONTICO
 4083 Payasphere Circle
 Chicago, IL 60614

Ship
 To: Customer pick up

Ship Via
 Receive By 02/11/07
 Terms Net 10 Days

Sales Order #
 Buyer Ana
 Phone No. 714-890-3900
 Vendor ID 3CONTICO

Item No.	Description	Unit	Quantity	Unit Price	Total Price
P300682009	12-gal 1/2" x 1/2" x 1/2" Clear blue / blue lid UPC 8-42787-03121-8	Each	21760	3.40	73,984.00
	68 pcs to a slip-sheet				
	64 slip-sheets to a truck				
	UPC 8 42787-03121-8				
	68 pcs to a slip-sheet				
	64 slip-sheets to a truck				

Subtotal: 73,984.00
 Invoice Discount: 0.00
 Sales Tax: 0.00
 Total: 73,984.00

Authorized Signature: _____

Z0002

SMA

228009471 YAI 62:CT 13:29 FAX 714603922 01/19/07

EXHIBIT 4

05 CONTICO CUSTOM

4083 PAYSHERE CIRCLE
CHICAGO, IL 60674

DUPLICATE INVOICE
BRANCH 19

**Continental Commercial Products LLC
305 Rock Industrial Park Drive
Bridgeton, Missouri 63044**







SUNSHINE MID-AMERICA
SOLD 455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740

Commercial • PH: 800-323-1051
Consumer • PH: 800-831-7077
FAX: 800-327-5492
FAX: 800-447-8478

SUNSHINE MID-AMERICA
8HP5455 GARDEN GROVE BLVD
TO SUITE 375
WESTMINSTER, CA 90740

5482 9478

DATE	INVOICE	PAGE
1-26-07	110490	1
CUSTOMER NUMBER	ORDER NUMBER	
617240	218638-000	
STATE	REGION	CUSTOMER PURCHASE ORDER
55	50	10044 1ST

REP GROUP KEN ARDREY	CUSTOMER SCHNIDER	TERMS NET 30 DAYS												
PRODUCT CODE 27070121	CUSTOMER ITEM 2212SUN	DESCRIPTION 2212 OC BLUE SUNSHINE CRATE	UNIT EA	ORDERED 4352	SHIPPED 4352	INVO	NET PRICE 3.40	EXTENDED PRICE 14796.80	PC 0					
<div><div></div></div>										NET TOTAL 14796.80	TAX TOTAL .00	FREIGHT .00	CHARGES & ALLOWANCES .00	INVOICE TOTAL 14796.80

Seller certifies that the products covered by this document have been produced in compliance with the Fair Labor standards Act of 1938, as amended, and in compliance with all applicable price laws and regulations.


Continental
 THE CONTINENTAL COMPANY
 10000 W. 16th Ave., Denver, CO 80202
 (303) 751-1000

INVOICE TERMS AND CONDITIONS
READ CAREFULLY

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1. All sales and quotations made by Seller are subject to each of the within terms and conditions. These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or any quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of Buyer's written acceptance, the first to occur of: (i) an acceptance of any goods covered by Buyer's order, or (ii) Buyer's failure to object in writing to the terms of this invoice within ten (10) days following its receipt shall constitute Buyer's acceptance of these terms and conditions. No waiver, alteration or modification of those provisions shall be valid unless made in writing and signed by a duly authorized representative of Seller.
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